

and motion were heard in the Weekly Court, Toronto. MASTEN, J., in a written judgment, said that the first ground of appeal was, that there was a definite and precise agreement that the plaintiffs' right of action should be postponed for a period which did not elapse until after this action had been begun. The Master's finding was against that contention, and the learned Judge was of opinion that the evidence supported the finding. The second ground was, that, by the terms of the arrangement, no action was to be taken by the plaintiffs unless the existing situation was so altered as to imperil the security of the plaintiffs. For this term a letter written by the solicitor for the plaintiffs to the solicitor for the defendant, as follows, was relied upon: "Am expecting the November payment of \$50 to be made forthwith, and, if the payments of \$50 are made regularly on the 1st of each month, and providing that nothing happens to impair the security, *in the opinion of my clients*, suit will not be entered." The Master found that the plaintiffs had reason to feel apprehensive at the time that a certain payment was demanded, and did feel apprehensive, that the conduct of the defendant's business, at that time, was such as to imperil the security afforded by the business being carried on in the ordinary way. Against this finding the defendant appealed. The learned Judge considered that the onus was upon the defendant to shew that the plaintiffs had no such bona fide opinion. There was nothing in the evidence to justify a finding that the defendant had shewn that. The appeal should be dismissed with costs, and judgment should be entered for the plaintiffs for the amount found due by the Official Referee with costs. A. A. Macdonald, for the defendant. C. M. Garvey, for the plaintiffs.

TORNO V. CALLAGHAN—ORDE, J.—MARCH 25.

Trust and Trustees—Purchase of Vessel—Alleged Purchase in Trust for Plaintiff—Evidence—Failure to Prove Trust—Findings of Fact of Trial Judge—Costs.]—Action for a declaration that the defendants hold the steamer "Chicora" as trustees for the plaintiff, and for an order vesting in the plaintiff all the interest therein of the defendants, upon payment of \$4,400. The action was tried without a jury at a Toronto sittings. ORDE, J., in a written judgment, said that the steamer, which had been damaged and taken over by the underwriters, was advertised to be sold by tender on the 19th January, 1920. The time for receiving tenders was extended to the 26th January, but no tender was accepted. Afterwards an offer to purchase the vessel for \$4,400, made by the